	08-30-;	2005
	Form <b>PTO-1595</b> (Rev. 03-05) OMB No. 0651-0027 (exp. 6/30/2005)	
OIPE	4	
	103071138 PALEN 13 3	
AUG 2 5 2005 \$	To the Director of the U.S. Patent and Trademark Office: Please	record the attached documents or the new address(es) below.
ALL AND	1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
THE TRADEMARK	Sumitomo Rubber Industries, Ltd.	Name: SRI Sports Limited
)		Internal Address:
$\widetilde{\mathcal{S}}$	Additional name(s) of conveying party(ies) attached?	Street Address:
Λ.	3. Nature of conveyance/Execution Date(s):	6-9, Wakinohama-cho 3-chome, Chuo-ku
	Execution Date(s): August 11, 2005	Kobe-Shi, Hyogo-Ken JAPAN
	Assignment Merger Change of Name	
. de	Security Agreement Joint Research Agreement	City:
	Government Interest Assignment	State:
	Executive Order 9424, Confirmatory License	Country:Zip:
	Other	Additional name(s) & address(es)
	4. Application or patent number(s):	This document is being filed together with a new application.
	A. Patent Application No.(s)	B. Patent No.(s)
	10/122,318	
	10/453,526 10/681,156	
	Additional numbers attached?	Yes XNo
	5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and gatents involved:
	Name: Paul C. Lewis	
	BIRCH, STEWART, KOLASCH & BIRCH, LLP	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00
	Internal Address: Atty. Dkt.: 2927-0128P	Authorized to be charged by credit card
	Street Address: 8110 Gatehouse Rd	Authorized to be charged to deposit account
	Suite 100 East P.O. Box 747	X Enclosed
		None required (government interest not affecting title)
	City: Falls Church State: VA Zip: 22040-0747	8. Payment Information a. Credit Card Last 4 Numbers
	Phone Number: (703) 205-8000	Expiration Date
	Fax Number: (703) 205-8050	b. Deposit Account Number
	Email Address: mailroom@bskb.com	Authorized User Name
	9. Signature: A My My Ky 33-1	August 25, 2005
		August 25, 2005 Date
	Paul C Lewis - 43,368 Name of Person Signing	Total number of pages including cover 5 sheet, attachments, and documents:
08/29/2005 ECOOPER		
01 FC:8021	120.00 OP	
	Ċ,	

Birch, Stewart, Kolasch & Birch, LLP

PCL/hfj

### ASSIGNMENT

WHEREAS, SUMITOMO RUBBER INDUSTRIES, LTD., a corporation organized and existing under and by virtue of the laws of Japan, having an office at 6-9, Wakinohama-cho 3-chome, Chuo-ku, Kobeshi, Hyogo 651-0072, Japan, co-owns with Mitsunori MIKI, an individual residing at 2-8-1, Kizugawadai, Kizu-cho, Souraku-gun, Kyoto, Japan, the entire undivided right, title and interest in and to the following U.S. patent applications, by previous assignments:

U.S. Appl. No. 10/453,526, filed June 4, 2003;
U.S. Appl. No. 10/681,156, filed October 9, 2003; and
U.S. Appl. No. 10/122,318, filed April 16, 2002.

WHEREAS, SRI SPORTS LIMITED, a corporation organized and existing under and by virtue of the laws of Japan, having an office at 6-9, Wakinohama-cho 3-chome, Chuo-ku, Kobe-shi, Hyogo 651-0072, Japan, is desirous of acquiring SUMITOMO RUBBER INDISTRIES, LTD.'s right, title and interest in and to the said application and the invention therein described and claimed and any Letters Patent that may be issued upon said application or for the improvements therein contained;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States and other valuable considerations, to me in hand paid, the receipt of and

Page 1 of 4

### Attorney Docket No.: 2927-0128P/0146P/0155P

sufficiency whereof are hereby acknowledged, the said SUMITOMO RUBBER INDUSTRIES, LTD., has sold, assigned and transferred and does hereby sell, assign and transfer unto the said SRI SPORTS LIMITED, its successors and assigns, its entire undivided right, title and interest in and to the said application and the invention therein contained, including all rights of action and damages for past infringement, and including the right to apply for any Letters Patent in the United States of America and in all foreign countries on said invention and including the right to claim the priority of the date of filing in the United States and any Letters Patent that may issue thereon, or therefor, in the United States and foreign countries and all reissues, extensions, renewals, divisions and continuations thereof, to the full end of the term or terms for which said Letters Patent may be issued, to be held and enjoyed by the said SRI SPORTS LIMITED, its successors and assigns the same as it would have been held and enjoyed by SUMITOMO RUBBER INDUSTRIES, LTD., if this assignment and sale had not been made.

AND, SUMITOMO RUBBER INDUSTRIES, LTD., hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all such Letters Patents to the said SRI SPORTS LIMITED, in accordance with this instrument of assignment.

SUMITOMO RUBBER INDUSTRIES, LTD., hereby represents and warrants that there are no rights or interests outstanding inconsistent with the rights and interests granted herein and that SUMITOMO RUBBER INDUSTRIES, LTD., will not execute any instrument

Page 2 of 4

### Attorney Docket No.: 2927-0128P/0146P/0155P

or grant or transfer any rights or interests inconsistent therewith, and SUMITOMO RUBBER INDUSTRIES, LTD., binds itself and its heirs, executors, administrators, employees and legal representatives, as the case may be, to execute and deliver to the said SRI SPORTS LIMITED, its successors and assigns, any further documents or instruments and do any and all further acts that may be deemed necessary by the said SRI SPORTS LIMITED, its successors and assigns to file applications for the said improvements and invention in any country where it may elect to file such applications, and that may be necessary to vest in the said SRI SPORTS LIMITED, its successors and assigns, the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States and foreign countries where such application or applications may be filed.

AND, SUMITOMO RUBBER INDUSTRIES, LTD., further covenants and agrees, in consideration of the premises, that it, its executors and administrators will, at any time upon request, communicate to the said SRI SPORTS LIMITED, its successors and assigns, any facts relating to the said invention and improvements and the history thereof, known to it or its successors and assigns, and that it will testify as to the same in any interference or other proceeding when requested to do so by the said SRI SPORTS LIMITED, its successors and assigns.

The undersigned hereby grants the law firm of Birch, Stewart, Kolasch & Birch, LLP the power to insert on this Assignment any further identification that may be necessary or desirable in order

Page 3 of 4

to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

IN TESTIMONY WHEREOF, SUMITOMO RUBBER INDUSTRIES, LTD., has hereunto set its seal this <u>11th</u> day of <u>August</u>, <u>2005</u>.

SUMITOMO RUBBER INDUSTRIES, LTD.,

By Akihiro TAKEUCHI

Title: General Manager of Intellectual Property, Legal and Intellectual Property Dept.

Page 4 of 4

